

## Definitions

<b>Buyer</b>	The person who buys or agrees to buy the goods from the Seller.
<b>Conditions</b>	The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	The articles which the Buyer agrees to buy from the Seller.
<b>Price</b>	The price for the supply of the Goods, excluding VAT, on the terms of these Conditions and any additional terms agreed in Writing.
<b>Seller</b>	Means Spin-office limited registered in England and Wales under number 9275677 whose registered office address is 18 The Swere Banbury OX15 0AA
<b>Writing</b>	includes letter, facsimile transmission, e mail and comparable means of communication.

## **2. Conditions**

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.
- 2.4 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.5 These Conditions may not be varied except by the written agreement of a director of the Seller.
- 2.6 Orders can only be cancelled by agreement with the Seller and upon payment by the Buyer of a cancellation fee ( settlement ) equal to any loss sustained by the Seller.
- 2.7 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

## **3. Price**

- 3.1 The Price shall be the price quoted on the Seller's confirmation of order. The Price is exclusive of VAT and any other relevant taxes which shall be due at the rate in force on the date of the Seller's invoice.
- 3.2 The Seller reserves the right, by giving notice to the Buyer at any time before deliver, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller ( such as, without limitation, any foreign exchange fluctuation, significant increase in costs of labour and materials) or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

## **4. Terms of Payment**

- 4.1 Payment of the Price and VAT shall be due within the agreed days of the date stated on the Seller's invoice or otherwise agreed in writing. Deposit invoices to be paid on the date requested on the invoice submitted.
- 4.2 If the Buyer fails to make the appropriate payment on the due date then, without prejudice to any other rights or remedies available to the Seller, the Seller shall be entitled to:
  - 4.2.1 Cancel the Contract or suspend any further deliveries to the Buyer.
  - 4.2.2 Appropriate any payment made by the Buyer to such of the Goods ( or any Goods and Services supplied under any other contract between the Buyer and the Seller ) as the Seller may think fit.
  - 4.2.3 Cancel any warranty which would otherwise be applicable in relation to the Goods.
  - 4.2.4 Charge the Buyer interest (both before and after any judgement). Interest on overdue invoices shall accrue from the date when payment becomes due

calculated on a daily basis until the date of payment at the rate of [4%] per annum above the Bank of England base rate from time to time in force.

- 4.2.5 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 4.2.6 The Buyer shall indemnify the Seller on demand against any legal or other expenses incurred by the Seller in the collection of any outstanding payment from the Buyer on any account including without limitation any legal costs, disbursements and bank charges incurred.

## **5. Warranties**

- 5.1 The Seller has standard warranties for different goods, copies of which are available upon request.
- 5.2 The Seller only undertakes to support the Manufacturer's warranties and guarantees as given to the Seller.
- 5.3 The above warranties are given by the Seller subject to the following conditions:
  - 5.3.1. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions or storage conditions, failure to follow the Seller's instructions ( whether oral or written ), misuse or alteration or repair of the Goods without the Seller's approval.
  - 5.3.2 The Seller shall be under no liability in respect of any Goods which have been modified or repaired other than by the Seller.
  - 5.3.3 The Seller shall be under no liability under the above warranty if the total price for the Goods has not been paid by the due date for payment.

## **6. Delivery of the Goods**

- 6.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery. The Seller may pass on to the Buyer any reasonable additional expenses or charges incurred through the Buyer's failure to provide unimpeded access or accurate information regarding the premises where Goods are to be installed or delivered.
- 6.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 6.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 6.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

## **7. Acceptance of the Goods**

- 7.1 The Buyer shall be deemed to have accepted the Goods upon delivery to the Buyer.
- 7.2 The Buyer shall carry out a thorough inspection of the Goods within 24 hours of delivery and shall give written notification to the Seller within 3 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 7.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## **8. Title and risk**

- 8.1 Risk of damage or loss shall pass on delivery of the Goods to the Buyer's address. This does not affect the passing of ownership as per point 8.2 below.
- 8.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

- 8.3 The Buyer's right to possess or resell the Goods shall automatically cease if:
- 8.3.1 the Buyer enters into liquidation, whether voluntary or compulsory or
  - 8.3.2 a receiver or administrative receiver is appointed over any of the assets of the Buyer or
  - 8.3.3 a petition is presented for an administration order in respect of the Buyer or
  - 8.3.4 a petition is presented or notice is given of a resolution to wind up the Buyer or
  - 8.3.5 the Buyer is unable to pay its debts within Section 123 of The Insolvency Act 1886 or
  - 8.3.6 (where the Buyer is a sole trader or partnership) a petition is presented for the bankruptcy of the Buyer (or any partner of the Buyer) or
  - 8.3.7 the Buyer shall make any composition or arrangement with its creditors or
  - 8.3.8 any distress, execution or other process is levied or enforced upon or sued against all or any assets of the Buyer.
- 8.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 8.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
  - 8.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 8.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.
- 8.6 If the Buyer has re-sold the Goods in the ordinary course of business subject to any retention of title in favour of the Buyer and the Buyer defaults in payment or ceases to have any right to resell as referred to in section 8.3 above, then
- 8.6.1 the Seller shall have the right to require the Buyer to enforce its rights under such retention of title and
  - 8.6.2 all monies and / or goods recovered by the Buyer shall, to the extent of any liability of the Buyer to the Seller, be held by the Buyer on trust for the Seller, in the case of proceeds in a separate bank account and in the case of goods, separate and distinct, properly stored, protected and insured.

**9. General**

- 9.1 The total liability of the Seller for any one claim or for the total of all claims arising under this contract shall not exceed the price of the goods in respect of which the claim is made. The Seller shall be under no liability in respect of any claim for Consequential Loss.
- 9.2 The Contract shall be governed by the law of England and Wales and the Seller and the Buyer agree to the non-exclusive jurisdiction of the courts of England and Wales.